appointed. The plaintiff, in possession, seeks to enjoin the appointee from taking the oath of office and the county clerk from administering it. *Held*, that the injunction will not issue. *Price* v. *Collins*, 89 Atl. 383 (Md.).

To oust one wrongfully in possession of an office, proceedings in *quo warranto* afford an adequate remedy at law. *The King* v. *The Mayor of Colchester*, 2 T. R. 259. Consequently an injunction will not issue for this purpose. *Arnold* v. *Henry*, 155 Mo. 48, 55 S. W. 1089; *Hurlo* v. *Hahn*, 75 Wis. 468, 44 N. W. 507. But *quo warranto* is not available to protect one actually in possession against wrongful claimants. *The King* v. *Whitwell*, 5 T. R. 85; *Osgood* v. *Jones*, 60 N. H. 282. Furthermore, neither a writ of mandamus nor a writ of prohibition will issue, since the former is solely affirmative, and the latter is only available to restrain the wrongful exercise of judicial functions. *People* v. *Ferris*, 76 N. Y. 326; *State* v. *Justices*, 41 Mo. 44. One in possession, however, may merely refuse to relinquish his possession. *Coleman* v. *Glen*, 103 Ga. 458, 30 S. E. 297. His acts will be valid as a *de facto*, if not *de jure*, public officer. *State* v. *Williams*, 5 Wis. 308. Whether, if the later appointee should wrongfully turn the plaintiff out, the latter could recover the emoluments of the office, has not been decided in Maryland. The better view would allow such recovery. *Mayor* v. *Woodward*, 12 Heisk. (Tenn.) 499, 79 Me. 484, 10 Atl. 458 (and see note, 10 Am. St. Rep. 284). The weight of authority indeed is *contra*. *Commissioners* v. *Andrews*, 20 Kan. 298. But for the purposes of this case an adequate protection at law for such rights may be assumed. The mere right to public office is solely political, and not a property right, even in the broad sense of substantial rights. *Taylor* v. *Beckham*, 178 U. S. 548, 20 Sup. Ct. 1009. In general, equity concerns itself only with the protection of rights of the latter class. So that illegal proceedings for an officer's removal, or, as in the principal case, the appointment and qualification of his successor, which only cloud the rightful incumbent's title to the office, will not be enjoined. *White* v. *Berry*, 171 U. S. 366, 18 Sup. Ct. 917; *People* v. *District Court*, 29 Colo. 277, 68 Pac. 224. On the other hand, if a substantial injury is threatened, as by a physical interference with the possession of property, equity will enjoin it as any other trespass is enjoined. *Huntington* v. *Cast*, 149 Ind. 255, 48 N. E. 1025; *Brady* v. *Sweetland*, 13 Kan. 41. *Contra*, *State* v. *Seehon*, 143 Mo. App. 182, 128 S. W. 250. The right to such an injunction is dependent solely on possession, irrespective of title, and it will issue as well for an officer *de facto* as *de jure*. *State* v. *Superior Court*, 17 Wash. 12, 48 Pac. 741. And from a policy of securing the orderly administration of public affairs, equity often acts after a threat of merely nominal interference. *Seneca Nation* v. *Jimeson*, 62 N. Y. Misc. 91, 114 N. Y. Supp. 401. But the principal case is clearly correct, since there was no threat of interference whatever.

INSURANCE — EMPLOYER'S LIABILITY INSURANCE — LIABILITY OF INSURER FOR EXPENSE INCURRED BY EMPLOYER IN DEFENSE OF A CLAIM BY AN INJURED EMPLOYEE. — An insurance company insured an employer against liability to any employee up to $1500, — the company to have the option to defend any actions brought. An injured employee offered to settle for $1500, but the company chose to defend, and a verdict for $6000 resulted. On the company's refusal, the insured appealed at his own expense, and the complaint was dismissed. The insured then sued the company for the expenses of the appeal, $2211, and was permitted to recover. *Brassil* v. *Maryland Casualty Co.*, N. Y. L. J. 2791.

The court negatived the existence of any express or implied duty to appeal, arising from the contract, or any general duty that the insurance company must always appeal whenever they defend. But it held that in the peculiar circumstances, where the insurance company, by refusing to compromise, throws on the insured the risk of a verdict larger than the indemnity contracted for,

and accepts no added risk itself, there is a duty to do all things reasonably necessary to protect the interests of the insured, even though such action would not result in any benefit to themselves. Since this does not necessarily imply a fiduciary relation between insurer and insured, such a limited obligation, though novel, would seem just and beneficial. Another explanation of the case would be the existence of relational duties between insurer and insured as between principal and agent. But it is doubtful if these exist. *Cf. Everson* v. *Eq. Life Assur. Soc.*, 71 Fed. 570. See RICHARDS ON INSURANCE, § 70. If such a duty is denied, recovery might be had on quasi-contractual principles. The complainant is not an officious intermeddler, nor does the benefit to the defendant seem to be merely incidental when compared with cases allowing recovery by a co-tenant of payments for repairs and taxes. *United States* v. *Pac. R. Co.*, 120 U. S. 227; *Calvert* v. *Johnson*, 99 Mass. 74; *Graham* v. *Dennigan*, 2 Bosw. (N. Y.) 516. On this ground, however, the measure of damages would appear to be only one-fourth of the expenses incurred by the plaintiff, since to that amount only is the defendant unjustly enriched.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE-ROUTE OVER HIGH SEAS WITH TERMINI WITHIN ONE STATE. — The plaintiff, a California corporation, operated a line of steamships running from one port in California to another port in the same state, part of the voyage being on the high seas. The State Railroad Commission undertook to regulate the rates charged. *Held*, that the commission has this power. *Wilmington Transportation Co.* v. *Railroad Commission of California*, 137 Pac. 1153 (Cal.).

The Commerce Clause of the Constitution is held to prevent the regulation by a state of rates for land transportation having both termini in that state, but where the route passes through another state. *Hanley* v. *Kansas City So. Ry. Co.*, 187 U. S. 617, 23 Sup. Ct. 214. See 16 HARV. L. REV. 597. Interpreting this as an interference with interstate commerce seems desirable on grounds of expediency, since otherwise it would be impossible to prevent interference and regulation by the intermediate state. The sovereign of the home port alone has jurisdiction of a ship on the high seas, there being no territorial sovereignty. See 27 HARV. L. REV. 268. There is in the principal case therefore no danger of adverse regulation. And it seems unsound to argue that this is interstate or foreign commerce, the power to regulate which has been delegated to Congress alone. *Contra*, *Pacific Coast S. S. Co.* v. *Board of R. Commissioners*, 18 Fed. 10. The language to the contrary in *Lord* v. *Steamship Co.* 102 U. S. 541, has been discredited by a later case and the actual holding has been explained as merely an exercise of the powers of Congress over maritime matters. See *Lehigh Valley Ry. Co.* v. *Pennsylvania*, 145 U. S. 192, 203, 12 Sup. Ct. 806, 808. But *cf. Abby Dodge* v. *United States*, 223 U. S. 166, 32 Sup. Ct. 310. However, a breach of a maritime contract of affreightment, or an injury from a discrimination in steamship rates, would be within admiralty jurisdiction. *Carpenter* v. *The Emma Johnson*, 1 Cliff. (C. Ct.) 633; *Cowden* v. *Pacific Coast S. S. Co.*, 94 Cal. 470, 29 Pac. 873. No case has been found where questions concerning the reasonableness of steamship rates have been treated as within the jurisdiction, of admiralty courts. Even if it is a matter of maritime jurisdiction, since the termini of the voyage are within one state, it is clearly one in which uniformity of regulation is not necessary. And the states may legislate in such matters until Congress has acted. For a discussion of this proposition, see 27 HARV. L. REV. 578.

JUDGMENTS — ASSIGNMENT OF JUDGMENTS — EFFECT OF ASSIGNMENT UPON RIGHT TO SET OFF MUTUAL JUDGMENTS. — A. held a judgment against B. Subsequently B. obtained a judgment against A. on another claim, and B. assigned a half-interest in it to C., who paid value and had no notice of A.'s